

**INDUCTION COOKTOP LENDING PROGRAM  
WAIVER AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, am borrowing the following **Induction Cooktop Equipment (“Equipment”)** from the City of Hayward (“COH”) to experience an induction cooktop.

Equipment	Number of items
Induction Cooktop	
Induction-Ready Pot	
Induction-Ready Pan	

As a condition of borrowing the Equipment, I acknowledge and agree as follows:

1. I agree that I will review the specifications of Equipment and will be aware of its limitations and uses, I agree that I will be solely responsible for injuries of any type or damages to my home or business sustained during my use of the Equipment.
2. I understand that the Equipment is intended to allow me to experience and test out next-generation electric cooking technology. I understand that the Equipment is not meant for commercial use, and I agree to use the Equipment solely for residential and/or educational purposes.
3. I recognize the inherent dangers and risks in the transport, loading, unloading, and use of Equipment including the risks associated with culinary activities in which I will use the Equipment. I agree that the use of the Equipment is completely voluntary.
4. I acknowledge that the City of Hayward has no ability and no duty to supervise, instruct, or otherwise control my use or maintenance of the Equipment, by any other person, and does not represent or warrant in any way that the Equipment I am borrowing is appropriate for my intended use.
5. I understand that it is my responsibility to promptly notify the appropriate person at the City of Hayward of any issues with the Equipment.
6. I state that I am eighteen (18) years of age or older, and have the capability and experience necessary to use the Equipment I am borrowing; I will use the equipment for their intended purpose; I will maintain the Equipment in a safe and

proper manner during the period that I am borrowing and using it; I will assume any risk resulting from the Equipment being used by anyone else other than myself.

7. I have inspected the Equipment and accept its "as is" condition. I have noted all damage or defects and advised City of Hayward staff of my findings, if any.
8. I will return the Equipment to the City of Hayward during normal business hours within two (2) weeks.

IN CONSIDERATION OF BEING PERMITTED TO BORROW THE EQUIPMENT, I HEREBY FOR MYSELF AND FOR MY HEIRS, SUCCESSORS AND ASSIGNS, AGREE TO DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY OF HAYWARD, THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL LIABILITY, LOSS, CLAIMS, AND DEMANDS, ACTIONS OR CAUSES OF ACTION FOR ANY LOSS, INCLUDING BUT NOT LIMITED TO, THE DEATH OR INJURY TO ANY PERSONS, AND FOR ANY DAMAGES TO PROPERTY SUFFERED OR INCURRED BY MYSELF OR ANY PERSON WHICH ARISES OR MAY ARISE OR BE OCCASIONED IN ANY WAY FROM THE TRANSPORT, LOADING, UNLOADING, USE, OR STORAGE OF, OR ARISING OUT OF OR RELATED IN ANY WAY TO, THE EQUIPMENT I AM BORROWING FROM THE CITY OF HAYWARD, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR FAULTY OR DEFECTIVE EQUIPMENT OR MAINTENANCE, ANY NEGLIGENCE OF THE CITY OF HAYWARD, OR CULINARY ACTIVITIES PARTAKEN IN CONJUNCTION WITH THE EQUIPMENT. **IN NO EVENT SHALL THE CITY OF HAYWARD BE LIABLE FOR ANY DAMAGES TO MYSELF OR ANY THIRD PARTY ARISING OUT OF OR CONNECTED WITH MY USE OF THE EQUIPMENT, AND I HEREBY RELEASE THE CITY OF HAYWARD FROM ANY SUCH LIABILITIES.**

#### **TOOL KIT CHARGES FOR REPLACEMENT EQUIPMENT**

<b>Induction Cooktop</b>	<b>\$92.00</b>
<b>Induction Ready Pot</b>	<b>\$37.00</b>
<b>Induction Ready Pan</b>	<b>\$20.00</b>
<b>TOTAL COST FOR KIT REPLACEMENT</b>	<b>\$149.00</b>

I agree to pay the replacement charge for any or all of the items listed above that are damaged or missing when returned to the City of Hayward, or where the equipment is not returned. (\_\_\_\_\_ **Initials**)

**I AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THIS WAIVER  
AND INDEMNIFICATION AGREEMENT AND AGREE TO ITS TERMS.**

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Print Name

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Signature

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Date of Agreement

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Mailing Address

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Email Address

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Phone Number